UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)
Plaintiff,)
) Civil Action No. 04-10345-NMG
v.)
)
MOHAMMED ABDUL RASHEED)
QURAISHI, MOHAMMED ABDUL)
QAYIUM QURAISHI and MOHAMMED)
ABDUL AZIZ QURAISHI)
Defendant.)
)

PETITION OF BANK OF AMERICA, N.A. PURSUANT TO 21 U.S.C. § 853(n)

Petitioner Bank of America, N.A. (the "Petitioner"), as successor in interest to Fleet National Bank, states its interest in the real property located at 80 Walnut Street, Unit 401, Canton, Massachusetts (the "Canton Property") and 38 Kevin Clancy Way, Stoughton, Massachusetts (the "Stoughton Property"), and all buildings, appurtenances and improvements thereon (collectively, the "Defendant Properties") and hereby petitions the Court pursuant to 21 U.S.C. § 853(n) for a hearing to adjudicate its interest therein. In support hereof, the Petitioner states the following:

1. Following the admission by defendants Mohammed Abdul Rasheed Quraishi ("Rasheed") and Mohammed Abdul Aziz Quraishi ("Aziz") that the Defendant Properties are subject to forfeiture under 18 U.S.C. § 982(a)(6)(A), on or about February 28, 2006, the Court

¹ At the time of filing hereof, the Motion of the United States to Partially Vacate Preliminary Order of Forfeiture with respect to Aziz was pending. The purpose of the motion is to remove the Stoughton Property from the Preliminary Order of Forfeiture, presumably with respect to both Aziz and Rasheed. In the event the motion is allowed, and the Notice of Lis Pendens recorded against the Stoughton property on December 8, 2004, is removed, this petition will be moot as to the Stoughton Property only.

issued with respect to Aziz a Preliminary Order of Forfeiture of the Defendant Properties. On the same date, the Court issued with respect to Rasheed an identical Preliminary Order of Forfeiture with respect to the Defendant Properties.

- 2. Abdul A. Quiraishi is the record owner of the Stoughton Property by virtue of a deed from Gary Beineke, Trustee of the Great White Realty Trust, dated May 8, 2001, and recorded with the Norfolk County Registry of Deeds in Book 15107, Page 403.
- 3. Abdul Aziz Quaraishi is the record owner of the Canton Property by virtue of a deed from Jeffrey J. Brothers dated September 2000 and recorded with the Norfolk County Registry of Deeds in Book 14423, Page 104.
- 4. On information and belief, Aziz is also known as Abdul A. Guiraishi and Abdul Aziz Quaraishi, all of whom are one and the same person.
- 5. On or about October 22, 2003, Aziz executed and delivered to Fleet National Bank ("Fleet") a Consumer Note and Security Agreement (the "Stoughton Note") in the principal amount of \$241,000. A true and accurate copy of the Stoughton Note is attached hereto as Exhibit A.
- 6. The Stoughton Note was secured by a Mortgage (the "Stoughton Mortgage") executed and delivered to Fleet by Aziz, which mortgage was dated October 22, 2003, and recorded with the Norfolk County Registry of Deeds on February 4, 2004, in Book 20526, Page 517. A true and accurate copy of the Stoughton Mortgage is attached hereto as Exhibit B.
- 7. On or about January 15, 2003, Aziz executed and delivered to Fleet a Consumer Note and Security Agreement (the "Canton Note") in the principal amount of \$90,472.00. A true and accurate copy of the Canton Note is attached hereto as Exhibit C.
 - 8. The Canton Note was secured by a Mortgage (the "Canton Mortgage") executed

and delivered to Fleet by Aziz, which mortgage was dated January 15, 2003, and recorded with the Norfolk County Registry of Deeds on March 5, 2003, in Book 18362, Page 177. A true and accurate copy of the Canton Mortgage is attached hereto as Exhibit D.

- 9. The Petitioner is the current holder of the Stoughton Note and Stoughton Mortgage as successor by merger to Fleet on June 13, 2005.
- 10. The Petitioner is the current holder of the Canton Note and Canton Mortgage as successor by merger to Fleet on June 13, 2005.
- 11. The current amount of principal, interest and fees owed to the Petitioner under the Stoughton Note is \$ 193,957.18, as of May 1, 2006, as reflected in the statement attached hereto as Exhibit E, plus interest accruing after said date and attorneys' fees and costs.
- 12. The current amount of principal and interest owed to the Petitioner under the Canton Note is \$82,974.12, as of May 1, 2006, as reflected in the statement attached hereto as Exhibit F, plus interest accruing after said date and attorneys' fees and costs.
- 13. The Petitioner had no knowledge of any wrongdoing by Aziz or Rasheed and thus was without cause to believe that the Defendant Properties were subject to forfeiture.

WHEREFORE, the Petitioner requests that the Court find pursuant to 21 U.S.C. § 853(n)(6) that the Petitioner has a legal right, title, or interest in the Defendant Properties, and such right, title, or interest renders the order of forfeiture invalid in whole or in part because the right, title, or interest was vested in the Petitioner rather than the Defendants Mohammed Abdul Rasheed Quraishi and Mohammed Abdul Aziz Quraishi or was superior to any right, title, or interest of the Defendants at the time of the commission of the acts which gave rise to the forfeiture of the property.

BANK OF AMERICA, N.A.

By its attorney,

/s/ Bruce D. Berns
Bruce D. Berns (BBO# 551010)
Abendroth, Berns & Warner, LLC
47 Church Street, Suite 301
Wellesley, MA 02482
(718) 237-9188

Date: April 18, 2006

VERIFICATION

I, Steven Murray, state that I am an officer of Bank of America, N.A., that I have read the foregoing Petition of Bank of America, N.A. Pursuant to 21 U.S.C. 853(n), and that the contents thereof are true to the best of my knowledge, information and belief.

Signed under the pains of perjury this 13th day of April 2006.

/s/ Steven Murray
Steven Murray

EXHIBIT A

241.646		FIXED RATE SI	SECURITY AGREEMENT IMPLE INTEREST Account # 3	(CT, FL, MA, ME, NH, NY, PA and RI or 75620032320197
		e Charge Accrual As Of (OCTOBER 27, 2003 Date:5	2CTOBER 22, 2003
s this Note and Security Bank" mean:	у а дгес омы (*N	lose"), "1", "mo", and "my" mean each a	and all of the persons who signs as Borro	wer of Cu-Borrower. "You". "your".
		Address for Notices: Consumer	NAL SANK, PRINCIPALLY (OCATED IN R Loan Operations	
		Address for Notices: Consumer 315-317 (Court Street, P.O. Box 30	092
	 -		ING DISCLOSURES	
ANNUAL PERCEN	NTAGE RATE as a yearly race.)	FINANCE CHARGE (The dollar amount the credit will cosme.)	Arthunt Financed (The amount of credit provided to me or on my behalf.)	Total Of Payments (The amount I will have paid after lave made all payments as scheduled.)
·····	4.870 %	\$ 63,906.80	\$241,000.00	\$ 384,906.80
AYMENT SCHEDU	LE		LATE CHARGE. If I make a payme	ent bug, I will be charged the lace obarg
Number of Payments	Amount of Payments	When Payments Arc Due	permitted by law, indicated below: the lesser of 5% of the payment	or \$5, if the payment is at least 10 day
		The 27TH day of each reputh	overáne.	
ECURITY Jam gi	iving a security	beginning NOVEMBER , 2053 interest in the following property flux	days overdire.	or \$10, if the payment is at least 10
ocation, if real estate):	r	ORFOLE STOUGHTON, MA	the lesser of 5% of the payment days overdue.	or \$35, if the payment is at least 10
02072				at or \$12.50, if the payment is at less,
TLING FEES AND TEQUIRED DEPOS	FT. If this lost	is secured by a pledge of a deposit	25 of any payment that is at les	ist 15 days overdue.
cocount, the annual p	iercentage rate d	ioes not take foro account the pledged		•
by off early, I will to F I cancel my year	or be estuded to a thin she first 2	w refund of any orchaid finance charge. # months will pay you \$ 250 . Off	2 3% of any payment that is at lea	
or NY Borrowers: \\ lest Bank or to a the	When I opened and party. If I a	N. NH. NJ. PA and RI Burrowers: If 1 a refund of any oregaid finance charge. If 1 months I, will pay you \$2.50.00. The Account, I paid no closing crisis to sky you to close my Account which is do entitled to a refund of any prepaid to to remindy our your your moreover par that you paid on my the moreover par that you paid on my	5% of any payment or \$5 which than 10 days overdue.	sever is less on any payment that is mo
mentes after it is ope intance charge, and I	mes, I will not will be required to of the M	or ensured to a refund of any prepaid to reimburse you \$ of mortane ex that were the		the most of this binne
sensif when I opened :	any lours.	ork mortgage can that you paid on my red, a person who buys the collateral	other agreement securing it for ad- default, any required payment in ful	he can of this Note and any mortgage dictional information about sompayment It before the school-led date, prepayment
annot assume the rem	ainder of this los	an abligation on its collination.	made and a series of property and that	
No By signing below, I as no each page of his of his Note and of all of	OTICE TO CON tree to all of the lote. I also acknown an	terms of this Note, including the terms tradedge receiving a completed copy of al discipators relating to this Note. If	refunds and penalties. re you read it. (2) You are entitled to recurred by my home a purchase or construct that home. It copies of the People of Right to Cano.	apy of this Note. Ind I am not using the loan proceeds am also acknowledging receipt of p
No signing below. I age at each page of this Note and of all oth EXECUTED UNDER ADDUCTOWER.	OTICE TO CON gree to all of the lote. I slow accer- ment drowness as SFAL as of the	ISUMER: (1) In not sign this Note before terms of this Note, including the terms to which the terms to this Note, including the terms to this Note, in distributes relating to this Note. If date set forth at the top of this Note.	refunds and penalties. re you read it. (2) You are entitled to not this Note: is secured by my home a purchase or constroit that home. I copies of the Notice of Right to Caude Co-Bornwer:	apy of this Note. and I am not using the loan procueds ant also acknowledging receipt of tr
y signing below. I agent each page of this Nais Note and of all oth XECUTED UNDER-	OTICE TO CON gree to all of the lote. I also action ser decoments at SEAL AL OF the CONTROL OF T	ISUMER: (1) Do not sign this Note before terms of this Note, including the terms tradedge receiving a completted copy of all disclovers relating to this Note. If	refunds and penalties. re you read it. (2) You are entitled to not this Note: is secured by my home a purchase or constroit that home. I copies of the Notice of Right to Caude Co-Bornwer:	apy of this Note. and I am not using the loan procueds ant also acknowledging receipt of tr
by highing below, I ago a each page of this N is Note and of all other than the control of the c	OTICE TO CON gree to all of the folia. I also action er dreaments as SEAL as of the Control of t	ISUMER: (1) he not sign this Note before terms of this Note, including the terms considered receiving a completed copy of all disclosures relating to this Note. If done set forth at the top of this Note. II PAY STOUGHTON. MA ITEMEZATION OF	refunds and penalties. re you read it. (2) You are entitled to not this Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Caude Co-Bornwer: Address: AMOUNT FINANCED	apy of this Note, nd farm not using the loan proceeds and also acknowledging receipt of tyel.
by signing below, I as an each page of this N is Note and of all oth XECUTED UNDER. IN THE NOTE OF T	OTICE TO CON gree to all of the lote. I also seem not declarate to the SEAL at of the LOGINIESE THE CLARKY 888	ISUBAER: (1) Do not sign this Note before the Note, including the terms of this Note, including the terms towarded receiving a completed copy of all disablesters relating to this Note. If date set forth at the top of this Note. IT HAY STUTGHTON, MA	refunds and penalities. re you read it. (2) You are entitled to not this Note: is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Cauc. Co-Borsower: Address: AMOUNT FINANCED	apy of this Note, not it are not using the loan proceeds, and also acknowledging receipt of to cl.
ly signing below. I am a zech page of this N sis Note and of all oth sis Note and sis Note an	OTICE TO CON ISTORE TO All OF THE INCL. also action For the continuents and SEAL 2s of THE ANY CONTRESS IN CLARICY 888 AUGUST SEAL AUGUST	ISIDAER: (1) To not sign this Note before terms of this Note, including the terms to this Note, including the terms to this Note of this Note. If the terms to this Note. If the terms to this Note. If the terms to	refunds and penalties. re you read it. (2) You are entitled to accuming the second by my home a purchase or constroot that home. I copies of the Notice of Right to Cauca Co-Borsawer: Address: AMOUNT FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 106.94 5 0.00 5 106.94 5 249,313.06
ly signing below. I ago a sech page of this N ais Note and of all oth sis Note and sis Note and proceeds. Loan proceeds. Prepaid Finance Cla Net amount paid din Amount paid din Amount paid to eshe	OTICE TO CON Interest or all of the lote. I also action or decomposition SEAL 2s of The OTICE TO CONTROL AND CONTROL	ISUMER: (1) To not sign this Note before terms of this Note, including the terms to this Note, including the terms to this Note of this Note. If the source of the source of this Note. If the source of the source of this Note. If the source of the source	refunds and penalties. re you read it. (2) You are entitled to accume the second by my home a purchase or constroot that home. I copies of the Notice of Right to Cauca Co-Borsower: Address: AMORNY FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 0.00
ly signing below. I ago a sech page of this N ais Note and of all oth sis Note and sis Note and proceeds. Loan proceeds. Prepaid Finance Cla Net amount paid din Amount paid din Amount paid do eshe	OTICE TO CON Interest or all of the lote. I also action or decomposition SEAL 2s of The OTICE TO CONTROL AND CONTROL	ISUMER: (1) To not sign this Note before terms of this Note, including the terms to this Note, including the terms to this Note of this Note. If the source of the source of this Note. If the source of the source of this Note. If the source of the source	refunds and penalties. re you read it. (2) You are entitled to accume the second by my home a purchase or constroot that home. I copies of the Notice of Right to Cauca Co-Borsower: Address: AMORNY FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 0.00
y tigning below. I ag a each page of this N is Note and of all oth the second of the N is Note and of all oth the second of the	OTICE TO CON Interest or all of the lote. I also action or decomposition SEAL 2s of The OTICE TO CONTROL AND CONTROL	ISUMER: (1) To not sign this Note before terms of this Note, including the terms to this Note, including the terms to this Note of this Note. If the source of the source of this Note. If the source of the source of this Note. If the source of the source	refunds and penalties. re you read it. (2) You are entitled to accume the second by my home a purchase or constroot that home. I copies of the Notice of Right to Cauca Co-Borsower: Address: AMORNY FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 0.00
y signing below. I am each page of this Note and of all oth XECUTED UNDER- orcower: AEDUL ddress: 18 KBV. 0207236 Loan proceeds. Prepaid Finance Clar Net amount paid die Amount applied so in Amoun	OTICE TO CON gree to all of the loce I also actin per declinents as SEAL as of the SEAL as of the IN CLARKY BOOKATSH BOOKA	ISUBER: (1) To not sign this Note before terms of this Note, including the terms readedge receiving a completed copy of all dissistences relating to this Note. If done set forth at the top of this Note. If the set forth at the top of this Note. IT WAY STOUGHTON MA ITEMIZATION OF the your long to the continue of the cofficials (mortgage tax) bits officials (mortgage tax) bits officials (mortgage tix) bits officials (Mortg	refunds and penalties. re you read it. (2) You are entitled to accuming the second by my home a purchase or constroot that home. I copies of the Notice of Right to Cauca Co-Borsawer: Address: AMOUNT FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 0.00
y signing below. I am neach page of this N is Note and of all oth XECUTED UNDER. OTCOMET: ABOUT ABOUT Loan proceeds. Prepaid Finance Chi. Net amount applied to n Amount applied to a Amount applied to a Amount applied to a Security of Security	OTICE TO CON gree to all of the loce. I also seek one of the seek SFAL as of the	ISIDAER: (1) Do not sign this Note before the Note, including the terms of this Note, including the terms readed to receiving a completed copy of all disciplences relating to this Note. If date set forth at the top of this Note. II PAY STOUGHTON MA ITEMIZATION OF to you blic officials (mortgage tit) bic officials (mortgage tit) bic officials (mortgage title)	refunds and penalties. re you read it. (2) You are entitled to not this Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Caso Co-Bornwer: Address: ANOUNT FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 0.00
by signing below. I age at each page of this N is Note and of all oth XECUTED UNDER. Incorporate I and	OTICE TO CON gree to all of the loce. I also seek one of the seek SFAL as of the	ISIDAER: (1) Do not sign this Note before the Note, including the terms of this Note, including the terms readed to receiving a completed copy of all disciplences relating to this Note. If date set forth at the top of this Note. II PAY STOUGHTON MA ITEMIZATION OF to you blic officials (mortgage tit) bic officials (mortgage tit) bic officials (mortgage title)	refunds and penalties. re you read it. (2) You are entitled to not this Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Caso Co-Bornwer: Address: ANOUNT FINANCED	apy of this Note. Ind f arm not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 186.94 5 249,313.06 5 249,313.06 18/4 tight programmer 18/2 the chemination 18/4 noisy feet.
by signing below. I am a seth page of this N is Note and of all oth XECUTED UNDER. Intercover. ADDU Address: 19 FBV: 0207231 Loan proceeds. Prepaid Finance Cla. Net amount paid dir Amount applied to a Amount applied to the consisting of 15 Sec.	OTICE TO CON gree to all of the loc. I also acts set of the control of the SEAL 2 of the LANCY BBB TIN CLARCY TIN CLARCY	ISIBAER: (1) Do not sign this Note before terms of this Note, including the terms conducted copy of all disclosures relating to this Note. If date set forth at the top of this Note. If date set forth at the top of this Note. II PAY STOUGHTON. MA ITEMIZATION OF to you blic officials (mortgage tax) blic officials (mortgage tax) blic officials (mortgage filing fee)	re funds and penalities re you read it. (2) You are entitled to accumin some a purchase or constroot that home. I copies of the Notice of Right to Cauca Ca-Borrower: Address: AMORINT FINANCED	apy of this Note. Ind it are not using the loan proceeds an isso acknowledging receipt of treel. S. 186.94 S. 0.00 S. 186.94 S. 249, 313.06 S. 0.90 S. 186.94 The injection access of the injection of the
y signing below. I am each page of this Note and of all oth XECUTED UNDER. OTCOMET. AEDOL Loan proceeds. Loan proceeds. Loan proceeds. Amount applied to note amount paid die amount paid of the consisting of the consistency of the c	OTICE TO CON gree to all of the loce. I also active are documents an SEAL accident SEAL accid	ISIDEER: (1) Do not sign this Note before terms of this Note, including the terms readed to receiving a completed copy of all disselvences relating to this Note. If date set forth at the top of this Note. If date set forth at the top of this Note. II PAY STOUGHTON. MA ITEMIZATION OF INC. officials (mortgage [11])	re junt cand it. (2) You are entitled to a conflict Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Canada Co-Barrawer: Address: AMOUNT FINANCED	apy of this Note. And I am not using the loan proceeds after not using the loan proceeds after 25 one-knowledging receipt of type of the control of the con
by signing below. I age a each page of this N is Note and of all oth XECUTED UNDER. INTERNATIONAL STATES AND A CONTROL OF THE ADDRESS AND A CONTROL OF THE ADDRE	OTICE TO CON gree to all of the loce. I also active are documents an SEAL accident SEAL accid	ISIDEER: (1) Do not sign this Note before terms of this Note, including the terms readed to receiving a completed copy of all disselvences relating to this Note. If date set forth at the top of this Note. If date set forth at the top of this Note. II PAY STOUGHTON. MA ITEMIZATION OF INC. officials (mortgage [11])	re junt cand it. (2) You are entitled to not this Note is secured by my home a purchase or constroit that home. I copies of the Notice of Right to Cauc. Co-Bornwer: Address: AMOUNT FINANCED	apy of this Note. And I am not using the loan proceeds after not using the loan proceeds after 25 one-knowledging receipt of type of the control of the con
y signing below. I am each page of this Note and of all oth XECUTED UNDER. OTTOWER. Loan proceeds. Prepaid Finance Cla. Net amount paid din Ansont applied to a Ansont applied to the caracteristing of the caracteristic caracteri	OTICE TO CON gree to all of the loce I also active also active SEAL 24 of the LANCY BBB ALSO LANCY BBB L	ISBBER: (1) To not sign this Note before terms of this Note, including the terms conducted copy of all disselvates relating to this Note. If date set forth at the top of this Note. If date set forth at the top of this Note. If the set forth at the top of this Note. II FRAY STUDGHTON. MA ITEMIZATION OF the official set of the	re jou cead it. (2) You are entitled to a co this Note: is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Cauc Co-Borsower: Address: AMMENT FINANCED Targeted T	apy of this Note. Ind f arm not using the loan proceeds an also acknowledging receipt of to el. 106.94 5 0.00 5 186.94 5 186.94 5 249, 313.06 5 249, 313.06 11/4 (life theorements of the control
y signing below. I am neach page of this Note and of all oth XECUTED UNDER. OTCOMET. ACCUTED UN	OTICE TO CON gree to all of the loce. I also active also active SEAL at of the CONTROL OF THE BOOK ALSE IN CLARKY BOOK ALSE BOOK ALSE IN CLARKY BOOK ALSE	ISIDEER: (1) Do not sign this Note before terms of this Note, including the terms readed to receiving a completed copy of all disselvences relating to this Note. If date set forth at the top of this Note. If the set forth at the top of this Note. If the set forth at the top of this Note. IT PAY STOUGHTON. MA ITEMIZATION OF the set of the	re jun cead it. (2) You are entitled to a co- this Note: is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Cauc Co-Borsower: Address: AMORNT FINANCED	apy of this Note. Ind I am not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5.000 5.186.94 5.000 5.240,813.06 5.000 18./8 interproce 18./8 interproce 18./8 interproce 241,000.00 5.241,000.00 5.241,000.00
y signing below. I am neach page of this Note and of all oth XECUTED UNDER. OTTOWER. ACCUTED UNDER. OTTOWER. IS REV. 18 REV. 10 Care proceeds. Prepaid Finance Clark amount applied to a Amount paid to a Amount paid to a Amount paid to a Amount paid to a Amount Finance Clark 1 S. 1 S	OTICE TO CON gree to all of the loce. I also active also active SEAL at of the LARCY BOOKATER TIN CLARICY	ISIDEER: (1) Do not sign this Note before terms of this Note, including the terms readed to receiving a completed copy of all disselvences relating to this Note. If date set forth at the top of this Note. If the set forth at the top of this Note. If the set forth at the top of this Note. IT PAY STOUGHTON. MA ITEMIZATION OF the set of the	re junt cand it. (2) You are entitled to not this Note is secured by my home a purchase or constroit that home. I copies of the Notice of Right to Cauch Co-Borrower: Address: AMOUNT FINANCED TURPTY AGREEMENT a sountly interest in the Collateral descri	apy of this Note. Ind I am not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 240, 313.06 1874 tiple programmer 1872 tiple chemination 241, 000.00 5 241, 000.00 5 241, 000.00 6 241, 000.00
y signing below. I am neach page of this Note and of all oth XECUTED UNDER. OTTOWER. ACCUTED UNDER. OTTOWER. IS REV. 18 REV. 10 Care proceeds. Prepaid Finance Clark amount applied to a Amount paid to a Amount paid to a Amount paid to a Amount paid to a Amount Finance Clark 1 S. 1 S	OTICE TO CON gree to all of the loce. I also active also active SEAL at of the LARCY BOOKATER TIN CLARICY	ISBMER: (1) Do not sign this Note before terms of this Note, including the terms condedge receiving a completed copy of all disselvates relating to this Note. If date set forth at the top of this Note. If the set of the top of this Note. If the set of the top of this Note. If the set of the top of this Note. IT MAY STUTGHTON, MA ITEMIZATION OF THEMIZATION OF THEMIZATION OF the set of the officials (northege tax), but o	re junt cand it. (2) You are entitled to a condition Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Cauc. Co-Borsover: Address: AMOUNT FINANCED TRIPTY AGREEMENT a soturtly interest in the Collateral description. It was the undersigned signs this No.	apy of this Note. Ind I am not using the loan proceeds and also acknowledging receipt of to cl. 186.94 5 0.00 5 186.94 5 240, 313.06 5 240, 313.06 1874 tiple programmer 1872 tiple chemination 241, 000.00 5 241, 000.00 5 241, 000.00 6 241, 000.00
y signing below. I am neach page of this Note and of all oth XECUTED UNDER. OTTOWER. JECUTED UN	OTICE TO CON gree to all of the loce. I also active also active SEAL at of the LARCY BOOKATER TIN CLARICY	ISBMER: (1) Do not sign this Note before terms of this Note, including the terms condedge receiving a completed copy of all disselvates relating to this Note. If date set forth at the top of this Note. If the set of the top of this Note. If the set of the top of this Note. If the set of the top of this Note. IT MAY STUTGHTON, MA ITEMIZATION OF THEMIZATION OF THEMIZATION OF the set of the officials (northege tax), but o	re junt cand it. (2) You are entitled to a condition Note is secured by my home a purchase or constroot that home. I copies of the Notice of Right to Cauc. Co-Borsover: Address: AMOUNT FINANCED TRIPTY AGREEMENT a soturtly interest in the Collateral description. It was the undersigned signs this No.	apy of this Note. And I am not using the loan proceeds and also acknowledging receipt of tyel. \$ 186.94 \$ 6.00 \$ 186.94 \$ 249,313.06 \$ 249,313.06 \$ 249,313.06 \$ 241,000.00 \$ 3.74 (Historianton and the loan proceeds and
y signing below. I am neach page of this Note and of all oth XECUTED UNDER. OTTOWER. ACCUTED UNDER. OTTOWER. IS REV. 18 REV. 10 Care proceeds. Prepaid Finance Clark amount applied to a Amount paid to a Amount paid to a Amount paid to a Amount paid to a Amount Finance Clark 1 S. 1 S	OTICE TO CON gree to all of the loce. I also active also active SEAL at of the LARCY BOOKATER TIN CLARICY	ISBMER: (1) Do not sign this Note before terms of this Note, including the terms condedge receiving a completed copy of all disselvates relating to this Note. If date set forth at the top of this Note. If the set of the top of this Note. If the set of the top of this Note. If the set of the top of this Note. IT MAY STUTGHTON, MA ITEMIZATION OF THEMIZATION OF THEMIZATION OF the set of the officials (northege tax), but o	re junt cand it. (2) You are entitled to not this Note is secured by my home a purchase or constroit that home. I copies of the Notice of Right to Cauch Co-Bornswer: Address: AMOUNT FINANCED TURPTY AGREEMENT a seturity interest in the Collateral descriat. Unless the undersigned signs this Not Owner or Co-Gamer.	apy of this Note. And I am not using the loan proceeds and also acknowledging receipt of tyel. \$ 186.94 \$ 6.00 \$ 186.94 \$ 249,313.06 \$ 249,313.06 \$ 249,313.06 \$ 241,000.00 \$ 3.74 (Historianton and the loan proceeds and

USE OF LOAN PROCEEDS. I will use the proceeds of this Note primarily for the following purpose:

REFINANCE

PROMISE TO PAY. To repay my loan, I promise to pay you, or to your order, the Principal Loan Amount plus interest and other charges provided for in this Note and in any mortgage or other agreement securing this Note.

PAYMENTS. I agree to pay the Principal Loan Amount and interest by making the payments shown above in the Payment Schedule. Any amount not paid sooner is due and payable in full on 10/27/13. Hecause interest is charged on each day's balance, late payments increase the amount I owe, while early payments decrease that amount. My final payment will be adjusted to reflect any greater or lesser amount I owe as the result of the actual dates on which I make payments.

INTEREST. I agree to pay interest on the daily balance of the Principal Loan Amount until paid in full, including after default and acceleration, at a simple annual interest rate of $\frac{4.870\%}{4.870\%}$. Interest will be computed on the basis of a 365-day year and the actual number of days elapsed.

If checked here [], the interest rate stated in the preceding paragraph will be effective on the day of the sixth (6th) payment due date. Until that interest rate becomes effective, I agree to pay interest at a simple interest rate of \$\%\$.

SECURITY. My loan will be secured according to the description checked below.

This Note is unsecured.

This Note is secured by a mortgage on the real estate described above in the disclosure section entitled "Security."

☐ I hereby piedge to you the following deposit account, and any additions to, renewals of, or replacements for such account, to secure this Note: Fleet Account #

So long as 1 am not in default on this Note, I or any other joint owner of the deposit account may make withdrawals from the account, provided the remaining balance of the account equals at least the principal balance of this Note plus an amount you determine, in your sole discretion, to cover accrusing interest.

I hereby grant you a security interest in the following personal property, and in any proceeds from, additions to, or replacements for the property to secure this Note:

Make: Model: Year: V.I.N.:
Other: Location of Property:

All of the property described in this "Security" provision is referred to in this Note as "Collateral."

NATURE OF MY RESPONSIBILITIES. If more than one person signs this Note, each is jointly and severally liable. This means that each person who signs this Note is fully and personally obligated to pay the full amount owed and keep all of the other promises in this Note. You can caforce this Note against any one or more of us or against any of our heirs, executors, or legal representatives. I may not assign this Note to anyone. You may assign this Note and any mortgage or other agreement securing it to another party.

LATE PAYMENTS. If I fail to make a payment on time, you may charge me a late payment penalty as provided in the disclosure section of this Note entitled "Late Charge."

CANCELLATION/THIRD PARTY FEE REIMBURSEMENT. I may prepay this Note, in whole or in part at any time. If I prepay this Note in full, I will not be entitled to a refund of any prepaid finance charges. You may charge me a cancellation fee for closing my account early. If I am a New York Borrower, I agree that I will repay you for certain third party costs that you paid at the time I opened my account. The amount that I will repay represents a portion of the New York mortgage tax and appears in the Disclosure Section of this Note entitled "Cancellation". If I prepay in part, I must continue to make regular payments until the Note is paid in full.

RETURNED CHECK CHARGE. If a check or other instrument with which I make a payment on this Note is returned to you unpaid for any reason, I will be charged \$ 10,00 . You will waive this fee if my check is drawn on a Fleet Bank deposit account.

MISCELLANEOUS FEES. You may charge me additional fees for extra services, such as providing research and copies of documents.

PROPERTY INSURANCE. I must keep any Collateral that is not in your possession insured to your satisfaction. I may obtain insurance, including any required single interest insurance, from anyone I want that is acceptable to you. I agree to name you as the party to be paid in the event of a loss. You may settle claims and endorse my name on any settlement checks you receive. I hereby assign to you any unearned premiums or refunded premiums for this insurance.

WARRANTIES WITH RESPECT TO COLLATERAL. For the term of this Note I warrant that:

- (a) I own and will keep the Collateral free from all tiens (except as disclosed in writing);
- (b) if the Collateral is a motor vehicle or a titled boat, I will be the registered owner and your security interest will be the only lien shown on any certificate of title issued now or in the future;
- (e) I will not transfer all or any interest in the Collateral to anyone else or permit anyone else to obtain an interest in it;
- (d) I will keep the Collateral in good repair and pay all taxes, insurance, and assessments on it:
- and assessments on it;
 I will keep the Collateral insured with coverage, including comprehensive, fire, theft and collision, that is satisfactory to you.
- (f) I will not use the Collateral or permit anyone else to use it illegally:
- (g) I will notify you in writing if I move or if the Collateral suffers any loss or damage;
- (h) I will not relocate the Collateral at any time without your prior written consent;
- (i) I will permit you to inspect the Collateral at any time; and
- f will sign any documents you consider to be necessary or appropriate to protect your interest in the Collateral.

YOUR RIGHT TO PROTECT THE COLLATERAL. If I do not pay the taxes or insurance premiums due on the Collateral, maintain the Collateral in good condition or repair, or promptly remove any claim against it, you may (but do not have to) do so and charge me the cost. I agree to pay any such amounts immediately on demand. So long as any such amounts remain unpaid, they shall be considered to be additional principal under this Note. My obligation to pay such amounts shall be secured by your interest in the Collateral and I agree to pay interest on such amounts at the rate stated in this Note.

DEFAULT. To the extent permitted under applicable law, I will be in default under this Note if: (1) I fail to make any payment within 10 days of its due date (60 days, if I paid any prepaid finance charge and this Note is secured by a secondary mortgage on a 1 to 4 family dwelling located in Connecticut); (2) I break any of the promises or agreements in this Note or in any mortgage or other agreement securing it; (3) I have made any false or misleading statements in connection with this Note; (4) a petition is filed by or against me under any bankruptcy or insolvency law; (5) I die or become unable to manage my affairs; (6) the value of the Collateral is significantly impaired: (7) anything clae happens that you reasonably believe affects my ability to repay this Note; (8) I fail to furnish any updated financial statement or other credit information you request from time to time; or (9) I fail to permit you, at your request, to inspect or appraise the Collateral from time to time. An event of default by or applicable to any borrower, co-borrower, or guarantor shall constitute an event of default by all of them.

SET-OFF. You have the right to set off if I am in default on this Note. Having a right of set-off means that, to the extent permitted by law, you may (but do not have to) apply any balance in any account I maintain with you to satisfy or reduce the balance due under this Note.

CONSEQUENCES OF DEFAULT. If I default, you will have the right to require immediate payment of everything I owe you, subject to any notification or cure periods required under applicable law. You will also have the right to enforce any security interest or mortgage you have in my property. If you repossess any personal property that is part of the Collateral, I will notify you by registered mail promptly (but in any event by not more than 3 days after you take possession of the Collateral) if I claim that the property you repossessed included any property that was not part of the Collateral. If you agree with my claim, I will retake possession of such property within 48 hours or you will consider me to have abandoned it. You may sell Collateral consisting of personal property after repossession at public or private sale. You will give me reasonable notice of the time and place set for any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made. Unless otherwise required by law, you shall be deemed to have given me reasonable notice if you have mailed written notice to me or to any other person entitled to receive notice at least 10 days before the date on which the sale or other disposition of the Collateral is scheduled to occur. The proceeds of any sale will be applied first to your collection costs and attorneys' fees and the costs of repossessing the Collateral, storing it, preparing it for sale, and selling it. Any remaining proceeds will be applied to the unpaid balance of principal, interest, and other charges due under this Note. If the proceeds of the sale are not sufficient to pay all that I owe, I must pay the deficiency to the extent permitted by law. If the proceeds of the sale exceed the amount I owe, the surplus will be paid to me or to any other person legally entitled to it.

COLLECTION COSTS. To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and attorneys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including default, all costs and expenses incurred in collection or foreclosure, including attorney's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appellate and bankruptcy proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the court may withhold payment of part or all of your attorneys' fees. New Hampshire and New York Residents Only: If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. Maine Residents Only: I will not be required to pay your attorneys' fees unless this Note is secured by real estate. Pennsylvania Residents Only: If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$50.00 for your reasonable attorney's fees which are actually incurred in reasonable attorney's fees which are actually incurred in reasonable attorney's fees which are actually incurred prior to commencement reasonable attorney's fees which are aentally incurred prior to commencement of foreclosure or other legal action.

TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

FL. DOCUMENTARY STAMPS. State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

WAIVERS AND RELEASES. You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Vour failure to do any of these things shall not affect my obligations or appropriate to ensure that your security interest is shown on the centrate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real estate and a mongage is given). It may be changed only in a writing signed by you and me.

APPLICABLE LAW. Notes Secured by Real Estate: If I reside in ME, MI, PA or RI, this Note is governed by federal law and the law of the state. where the Bank is principally located. Rhode Island except as to matters, directly related to the Bank's lien and its ability to enforce its lien on the real M directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located will govern. If I reside in CT. FL, MA. NH or NY, this Note is of governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property is securing this Note where the law of the state where the property is located governs. Notes Secured by Collateral other than Real Estate: If I reside in ME, NI, PA or RI and this Note is not secured by real estate, this Note is [1] governed by federal law and the law of the state where the Bank is principally located. Rhode Island except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the ability to enforce is then on collateral is located will govern. If I reside in CTLO FL, MA, NH or NY and this Note is not secured by real estate, this Note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this. Note in which case the law of the state where the collateral is located will.

To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

DOCUMENTATION. 1 agree to execute or re-execute any document. Including a revised version of this Note, that you request in order to correct. any error or omission in the original Note, security instrument, or other loan

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid. addressed in the manner designated herein.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may became part of your credit record.

This notice is not the contract that makes you liable for the debt.

NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms

of your obligation.	
Name of Debtor:	Name of Creditor:
Date of Debt:	
By signing below, you acknowledge that y debtor) and of the Guaranty (which obligates	you have been given a completed copy of this Notice and of the Note (which obligates the s you).
Guarantor:	Guarantor:
Date:	Date:

To induce the Bank to make this loan, each of the undersigned ("Guarantor") unconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is jointly and severally liable with the Borrower. This means that the Bank does not have to try to collect from anyone or repossess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under

the Note or security instrument without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guarantor, including reasonable attorneys fees and court costs. The Bank does not have to notify any Guarantor of the Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrow

iuarantor: Co-signer) Date:	Guarantor: (Co-signer) Date:
litnest:	Witness

10264B Rev. 09/2003

Page 3 of 3 Bank Copy

EXHIBIT B

00000000 VÎ OC Φ 0 4 D ٤٠ ٥ 2. N

40 ٣

Fleet Bank

Principal Loan Amount: U.S. \$

Maturity Date: 10/27/13

RECEIVED AND RECORDED

NOTEO' 1 COUNTY

REGISTRY OF DEEDS

DEDHAM, MA

\$241,000.00

the general expenses

CERTIFY

Halle 20 Genell WILLIAM P O DONNELL REGISTER

Berrower(s)/Mortgagor(s): ADDUL A. QURAISHI

Property Address:

MA 02072

Mailing Address:

38 KEVIN CLANCY WAY

STOUGHTON,

38 KEVIN CLANCY WAY STOUGHTON, MA

020723888

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender:

FLEET WATERWAL BANK, PRINCIPALLY LOCATED IN RECOE ISLAND

Lender's Address for Notices:

CONSUMER LOAN OPERATIONS 315-317 COURT STREET P.O. BOX 3092 UTICA, NY 13502

TO SECURE to Lender the repayment of the indebtedness evidenced by Bozrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is the and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereon and all the and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereoft and an renewals, extensions, and conversions of or medifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Fortida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-P of the New York Real Property Law.

PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rests from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower inwitally owns the Property and has the right to mongage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the *Property*, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, and Other Charges. Borrower shall promptly pay, when due, the principal and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers only: including a late fee in the amount of \$ for each late payment). only; including a late fee in the amount of \$ for each late payment).

Recording Copy

21090 Rev. 11/2002

Record and Return To: Integrated Loan Spruices 27 Invood Read OURAISHI- ABDUL A Rocku Mill, CT 96887

- Application of Payments. Unless otherwise provided in the Note or required by applicable law, all payments received by Lender shall be applied first to interest accrued through the date of payment, then to principal due to the date of payment, then to other charges, if any, that have not been added to principal and, finally, to principal that is not yet due.
- Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- Hazard and Flood Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus one hundred ten percent (110%) of the unpaid balance of principal and interest on the Note; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) the maximum amount permitted by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Ail insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a Claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligations under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Recording Copy

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to: (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interests of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.
- 7. Inspection. Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Note; and (b) any notice required or permitted to be given to Lender under this Mortgage shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

Recording copy

- 12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Note are declared to be severable.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.
- 14. Events of Default. Borrower shall be in default under this Mortgage if: (1) Borrower fails to make any payment due under the Note or this Mortgage within 10 days of its due date (60 days, if you paid any prepaid finance charge and this is a secondary mortgage on a 1- to 4-family dwelling located in Connecticut); (2) Borrower breaks any of the promises or agreements in the Note or in this Mortgage; (3) Borrower has made any false or misleading statements in connection with the Note or this Mortgage; (4) a petition is filed by or against any person liable on the Note under any bankruptcy or insolvency law; (5) any person liable on the Note dies or becomes unable to manage his or her affairs; (6) the value of the Property is significantly impaired; (7) anything else happens that Lender reasonably believes affects Borrower's ability to repay the Note; (8) Borrower fails to furnish any updated financial statement or other credit information Lender requests from time to time; or (9) Borrower fails to permit Lender, at Lender's request, to inspect or appraise the Property from time to time.
- 15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees to the extent permitted by law. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or forclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.
- 16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
- 17. Walver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.
- 18. Release. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage.
- 19. New York Lien Law. If the Note and Mortgage are governed by New York law, the Borrower (a) will receive all amounts advanced under the Note subject to the trust fund provisions of Section 13 of the New York Lien Law and agrees to use any money received from Lender under the Note for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose; and (b) hereby requests exemption pursuant to Section 253 (2) of the New York Tax Law, if applicable.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it. 2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned ha	s executed this Mortgage under seal this 22ND day 2003. WE AGREE AND ACKNOWLEDGE THAT
WE HAVE RECEIVED TRUE COPIES OF THIS MO	
Signature of Witness One) Printed Name: 56 TH TENENBALM	(Montago / Bentower Signature) Printed Name: ABDUL A. QURAISHI
Signature of Witness Two) Printed Name:	<u>-</u>
Signature of Witness One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
Signature of Witness Two) Printed Name:	-
Signature of Witness One) Printed Name: (Signature of Witness Two) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
Signature of Witness (One) Printed Name: Signature of Witness Two)	(Mortgagor/Borrower Signature) Printed Name:
Printed Name: (Signature of Witness One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
(Signature of Witness Two) Printed Name:	
STATE/COMMONWEALTH OF	ETT3 , COUNTY Date: 10/22/03
Then personally appeared before me ABDUL A. QUE	AISHI
acknowledged the execution of such instrument for the parties and deed. Florida Only: The foregoing instruments are actionally and deed.	agor(s) named in the foregoing instrument, and purposes contained therein to be his/her/their [circle one] ment was acknowledged before me this 22 day of UNA ISHT., who is personally known to me or has
produced MSS BALIENS LICENSE as identification.	Agallat Morarco [Seal]
ı	Print Name: Agathat Plorasca
	My Commission Expires: August 27, 2008
	Florida Only: Notary Public State of Florida Commission Number:

EXHIBIT A TO MORTGAGE

Date of Mortgage: 10/22/03

Borrower(s)/Mortgagor(s):
ABDUL A. QURAISHI

Mortgagee: PLEET NATIONAL BANK, PRINCIPALLY LOCATED IN REODE ISLAND	Property Address: 38 KEVIN CLANCY WAY 02072	STOUGHTON,	ΜA
The Property is located in _STOUGHTON	(city/town), NORFOLK	(county),	
MASSACHUSETTS (state) and is bounded an		14 -	
(See "Schedule A" attached hereto and made a	a part hereof.)		
	Consumer Loan Operations 315-317 Court Street P.O. Box 3092 Utica, NY 13502		-
_	tification of Residence		
I hereby certify that the precise residence of the Mortgo	agee,	1	
is:			-
Printed Name and Address of Person Who Prepared This Margage. Name	Name	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	-
	Title		-

SCHEDULE A

ŝ

00

ÇT (C)

te#

Œ

₽⊊

\$

NAME: ABDUL A. QURAISHI

THAT CERTAIN PIECE OF PARCEL OF LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON

IN THE TOWN OF STOUGHTON

COUNTY OF NORFOLK

AND STATE OF MASSACHUSETTS

AND BEING MORE PARTICULARLY DESCRIBED IN A DEED

RECORDED IN BOOK 15017 , PAGE 413

SCHEDA REV 01/2001

EXHIBIT C

, FLEE	T BANK	(CT. FL _{S.M}	A. ME. NH. N PA and Ri onl
CONSUMER NOTE AN FIXED RATE S	SECURITY AGREEMENT IMPLE INTEREST	63.	. A 4550 K FOR
90.472.00	Account #	75620022316806	
Principal Loan Amount Finance Charge Accruel As Of	φω(ε,	JANUARY 15. 2003	
this Note and Security agreement ("Note"). "I", "me", and "my" mean each lank" mean:			a. your.z
Name of Bank" FLEET MATIC Address for Notices: Communication	NAL BANK, PRINCIPALLY LOCATED IN Loan Operations Court Street, P.O. Box	RHODE ISLAND	
315-317 Utica, N	Court Street, P.O. Box : NY 13502	3092	
TRUTH IN LENI	DING DISCLOSURES		
ANNUAL PERCENTAGE RATE FINANCE CHARGE (The cost of the credit as a yearly rain.) (The dollar amount the credit will use	Amount Financed (The amount of credit provided to m	Total Of Payments a (The angust i will have	тай ийст
(The cost of my credit as a yearly rain.) (The deliar amount the credit will be me.)	or on say betail.)	have made all payments a	es schrödiged.)
5.990 % \$ 64,964.00	\$90,472.00	\$ 155,436.00	
AYMENT SCHEDULE	LATE CHARGE. If I make a payo permitted by law, indicated below:		the late charg
Number of Amount of When Payments Payments Payments Are Disc	her here: 600 lik hen. sommend 1960m.		
240 \$647.65 The 15TH day of each month beganning PERRUARY 2003	ine lesser of 5% of the payore overthe.	nt or \$5. if the payment is a	ey s5 0 1 izes∜ t
FCURITY. I am giving a security fatorest in the following property (list	ा time besser of 5% of the payone days overdue.	nt or \$10. if the payment is	at least 10
SO MAINUT ST NORFOLK CARTON, MA 02021	the lesser of 5% of the payme days overthe.		
ILING FRES AND TAXES: \$ _D/A	the greater of 7% of the paym days overdue.		πtisatteastii
DEPOSITE IN A pledge of a deposit account, the annual percentage rate does not take into account the pledged			
erount, the annual percentage take their and take into account the preogen eroust. ANCES, LATION, if I pay off early, I will not be estimed to a reford of any	To got all and more than to get	-	
repaid finance charge if I pay off within 2 year(s) of the date of this cate, I will be required to pay an early cancellation fee of \$ 250,00	CONTRACT TERMS. I will read	the rest of this Note and a	
IBSEMPTION. If this Note is secured, a person who buys the collectal	other agreement securing it for a default, any required payment in t		
anget assume the remainder of this loan obligation on its original terms.	refunds and penalties.		
(2) Yes by signing below, I agree to all of the terms of this Note, including the ro- in each page of this Note, I also ocknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If	is not sign this Note before you read it, an are entitled to a copy of this Note. This Note is secured by my home purchase or construct that home, copies of the Notice of Right to Ca	Latt 200 acknowledging	isa proceeds
the February States of the Lemms of this Note, including the copy of this Note, including the copy of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If EXECUTED UNDER SEAD as of the date set, forth at the top of this Note, the copy of this Note.	an are entitled to a copy of this Note. this Note is secured by my home purchase or construct the home, copies of the Notice of Right to Ca	I am asso acknowledging need.	receipt of th
by signing below. I agree to all of the terms of this Note, including the research page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If EXECUTED UNDER SHAD as of the date set forth at the top of this Note. Software: ABDUL A. QURAISHI	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constituted that home, copiex of the Notice of Right to Ca Co-Bottower:	I am also acknowledging ncel.	receipt of th
by signing below. I agree to all of the terms of this Note, including the resemble each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If EXECUTED UNDER STATASS of the date set forth at the top of this Note.	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constituted that home, copiex of the Notice of Right to Ca Co-Bottower:	I am asso acknowledging need.	receipt of th
by signing below. I agree to all of the terms of this Note, including the terms of each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INECUTED UNDER SHAP as of the daw set forth at the top of this Note. COUNTAIN A QURAISHI ADDITIONAL SHAPE OF THE SHAPE OF	as are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: **AMOUNT FINANCED**	l arr 2450 acknowledging need.	receipt of iv
by signing below. I agree to all of the terms of this Note, including the resemble each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If EXECUTED UNDER SHAD as of the dar set forth at the top of this Note. SOUTH AT QUEATISH ADDIT AT QUEATISH ADDITECTION OF TEMPLE ADDIT AT QUEATISH ADDITECTION OF TEMPLE ADDITECTION OF T	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copiex of the Notice of Right to Ca Co-Bottswer: Address: AMOUNT FINANCED	1 art 2450 acknowledging need.	0.00 C-00
y signing below. I agree to all of the terms of this Note, including the terms in each page of this Note. I also acknowledge receiving a completed copy of this Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SPACES of the daw set forth at the top of this Note. OF THE ABOUT AT OURALSHI ADOLESS. 38 REVIN CLANCY WAY STOUGHTON, MA 020723888 ITEMIZATION OF Loan proceeds. Prepaid Finance Change.	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED	1 art 2450 acknowledging med.	0.00 0.00 0.00
y signing below. I agree to all of the terms of this Note, including the terms of each page of this Note. I also acknowledge receiving a completed copy of the Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SHAD as of the date set forth at the top of this Note. If NECUTED UNDER SHAD as of the date set forth at the top of this Note. AEDUTAL QURAISHI. Address: 38 KEVIN CLANCY WAY STOUGHTON, MA 020723866 ITEMIZATION OF Learnery way for amount paid directly to me (i-2). Amount applied to the visiting debt to you.	an are entitled to a copy of this Note. this Note is secured by any home purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED	1 arr 2450 acknowledging med.	0.00 8.00
y signing below. I agree to all of the terms of this Note, including the resets page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. If INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. INSCUTED UNDER SHAP As of the daw set forth at the top of this Note. INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. INSCUTED UNDER SHAP As of the daw set forth at the top of this Note. INSTITUTE AND AS OF THE SHAP AS OF THE TOP OF THE TOP OF THE SHAP AS OF THE TOP OF	an are entitled to a copy of this Note. this Note is secured by my home purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED	1 arr 2450 acknowledging med.	0.06 0.00 0.00 0.00
y signing below. I agree to all of the terms of this Note, including the resets page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. If INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. INSCUTED UNDER SHAP As of the daw set forth at the top of this Note. INSCUTED UNDER SHAP as of the daw set forth at the top of this Note. INSCUTED UNDER SHAP As of the daw set forth at the top of this Note. INSTITUTE AND AS OF THE SHAP AS OF THE TOP OF THE TOP OF THE SHAP AS OF THE TOP OF	an are entitled to a copy of this Note. this Note is secured by my home purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED	1 arr 2450 acknowledging med.	0.06 0.00 0.00 0.00
ly signing below. I agree to all of the terms of this Note, including the resemblage of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INDECTED UNDER STATES AS SO the daw set forth at the top of this Note. If INDECTED UNDER STATES AS SO the daw set forth at the top of this Note. If INDECTED UNDER STATES AS SO THE DAW SET OF THE TOP OF THE STATES AS A SEVIN CLANCY WAY STOUGHTON, MA OZO723868 ITEMIZATION OF Loan proceeds. Prepaid Finance Charge. Not amount paid directly to me (i-2). Amount applied to my existing debt to you. Amount applied to my existing debt to you. Amount paid to others on my behalf. Condicting of: INDECTED UNDER STATES AS CONTRACT TO THE STATES AS TO THE STATES A	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constitut that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	1 art asso acknowledging med. S. S	0.06 C.00 0.00 0.00
y signing below. I agree to all of the terms of this Note, including the terms of each page of this Note. I also acknowledge receiving a completed copy of all Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SPACES of the daw set forth at the top of this Note. If NECUTED UNDER SPACES OF the daw set forth at the top of this Note. If NECUTED UNDER SPACES OF THE ABOUT AT QURATISHI address: 38 KEVIN CLANCY WAY STOUGHTON, MA 020723868 ITEMIZATION OF Loan proceeds. Prepaid Finance Charge. Net unbount applied to tray existing debt to you Amount applied to tray existing debt to you Amount applied to tray existing debt to you Amount paid directly to me (i-2). Amount applied to tray existing debt to you Amount paid of others on my behalf. Constitute of the day of the da	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constitut that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	1 art asso acknowledging med. S. S	0.06 C.00 0.00 0.00
y signing below. I agree to all of the terms of this Note, including the terms of each page of this Note. I also acknowledge receiving a completed copy of all Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SPACES of the daw set forth at the top of this Note. If NECUTED UNDER SPACES OF the daw set forth at the top of this Note. If NECUTED UNDER SPACES OF THE ABOUT AT QURATISHI address: 38 KEVIN CLANCY WAY STOUGHTON, MA 020723868 ITEMIZATION OF Loan proceeds. Prepaid Finance Charge. Net unbount applied to tray existing debt to you Amount applied to tray existing debt to you Amount applied to tray existing debt to you Amount paid directly to me (i-2). Amount applied to tray existing debt to you Amount paid of others on my behalf. Constitute of the day of the da	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constitut that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	1 art asso acknowledging med. S. S	0.06 C.00 0.00 0.00
ly signing below. I agree to all of the terms of this Note, including the resemblage of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INDECTED UNDER STATES AS SO the daw set forth at the top of this Note. If INDECTED UNDER STATES AS SO the daw set forth at the top of this Note. If INDECTED UNDER STATES AS SO THE DAW SET OF THE TOP OF THE STATES AS A SEVIN CLANCY WAY STOUGHTON, MA OZO723868 ITEMIZATION OF Loan proceeds. Prepaid Finance Charge. Not amount paid directly to me (i-2). Amount applied to my existing debt to you. Amount applied to my existing debt to you. Amount paid to others on my behalf. Condicting of: INDECTED UNDER STATES AS CONTRACT TO THE STATES AS TO THE STATES A	an are entitled to a copy of this Note. this Note is secured by my forme purchase or constitut that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	1 art asso acknowledging med. S. S	0.00 0.00 0.00 0.00 0.00 0.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble of each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SHAPS so of the date set forth at the top of this Note. If NECUTED UNDER SHAPS so of the date set forth at the top of this Note. If NECUTED UNDER SHAPS so of the date set forth at the top of this Note. SOUTHWELL AT QUIRALSHI AND STOUGHTON, MA OZO723866 ITEMIZATION OF ITEMIZATIO	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED	S. S	0.00 0.00 0.00 0.00 0.00 0.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If EXECUTED UNDER SHAP as of the date set forth at the top of this Note. If EXECUTED UNDER SHAP as of the date set forth at the top of this Note. Somewer: ABDUL AI QURAISHI Address: 38 KEVIN CLANCY NAY STOUGHTON, MA 020723868 ITEMIZATION OF Loan proceeds. Prepaid Finance Charge. Net amount paid directly to me (i-2). Amount applied to my existing debt to you amount paid to forte you wisting debt to you amount paid to follow to my behalf. Somiting of: I/A is public officials (morrage filling fee) to public officials (incorrage filling fee) in public officials (incorrage filling fe	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	S. S. SO. S. S. SO. S. S. S. So. S. S. S. So. S.	0.00 0.00 0.00 0.00 0.00 0.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble good of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INECUTED UNDER SHAPES of the dast set forth at the top of this Note. If INECUTED UNDER SHAPES OF THE ARMON ALL OURALSHI AND ALL OURALS	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT PINANCED	S. S. SO. S. S. SO. S. S. S. So. S. S. S. So. S.	0.00 0.00 0.00 0.00 0.00 0.00 72.00
y signing below. I agree to all of the terms of this Note, including the terms in each page of this Note. I also acknowledge receiving a completed copy of all Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SEAM as of the dask state forth at the top of this Note. If NECUTED UNDER SEAM as of the dask state forth at the top of this Note. If NECUTED UNDER SEAM as of the dask state forth at the top of this Note. If NECUTED UNDER SEAM as of the dask state forth at the top of this Note. INTERVIEW THE ALL OURALSHI. ADDIEST SEAM OF THE SEAM SEAM OF THE S	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottnwer: Address: **AMOUNT FINANCED** AMOUNT FINANCED** **R.S.** **Ining feet 1	S. S. SO. S. S. SO. S. S. S. So. S. S. S. So. S.	0.00 0.00 0.00 0.00 0.00 0.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble of each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If NECUTED UNDER SHAPS of the dase she forth at the top of this Note. If NECUTED UNDER SHAPS of the dase she forth at the top of this Note. If NECUTED UNDER SHAPS of the dase she forth at the top of this Note. If NECUTED UNDER SHAPS of the dase she forth at the top of this Note. If NECUTED UNDER SHAPS of the dase she forth at the top of this Note. If NECUTED UNDER SHAPS OF THE ARCH WAY STOUGHTON, MA OZO723868 ITEMIZATION OF ITEMIZATION OF THE ARCH WAY STOUGHTON, MA OZO723868 ITEMIZATION OF THE ARCH WAY STOUGHTON, MA OZO723868 OF THE SHAPS OF THE ARCH WAY STOUGHTON OF THE ARCH WAY STOUGHTON OF THE ARCH WAY STOUGHTON MITUAL. IN A so (name) IN A supraisel for the Arch WAY STOUGHTON MITUAL. IN A so (name) IN A supraisel for MATUAL. IN A supraisel for MATUAL. IN A supraisel fee Principal Lean Amount (6+7) I (e) Indicates estimated CONSENT TO SEA for consideration of making this icen, the undersigned here) grants it be seal agrees to be bound by all the terms of the Note applicable to the Collage and servers to be bound by all the terms of the Note applicable to the Collage	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Botrawer: Address: **AMOUNT FINANCED** AMOUNT FINANCED** **E** **Filing Too! **E** **E** **TITLE TO THE NOTICE OF	S. S	0.00 0.00 0.00 0.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble of each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If INCLUTED UNDER SHAPS of the date she forth at the top of this Note. If INCLUTED UNDER SHAPS of the date she forth at the top of this Note. If INCLUTED UNDER SHAPS of the date she forth at the top of this Note. If INCLUTED UNDER SHAPS of the date she forth at the top of this Note. BOULD AT QURAISHI Address: 38 KEVIN CLANCY WAY STOUGHTON, MA 020723888 ITEMIZATION OF ITEMIZATION OF ITEMIZATION	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED LETTY AGREEMENT a pocurity incress in the Collateral descale. Unless the undersigned signs this N	S	0.00 0.00 0.00 0.00 0.00 0.00 72.00 72.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If ENECUTED UNDER SHAD as of the date sht forth at the top of this Note. If ENECUTED UNDER SHAD as of the date sht forth at the top of this Note. If ENECUTED UNDER SHAD as of the date sht forth at the top of this Note. If ENECUTED UNDER SHAD as of the date sht forth at the top of this Note. BOUTHALL SHAD OF THE SHAD AS OF THE SHAD OF TH	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED DRIFT AGREEMENT a necurity interest in the Collateral destail, Unless the undersigned signs this however of the content	S	0.00 0.00 0.00 0.00 0.00 0.00 72.00 72.00 72.00
by signing below. I agree to all of the terms of this Note, including the resemble each page of this Note. I also acknowledge receiving a completed copy of his Note and of all other documents and disclosures relating to this Note. If ENECUTED UNDER SHAP as of the date set forth at the top of this Note. If ENECUTED UNDER SHAP as of the date set forth at the top of this Note. If ENECUTED UNDER SHAP as of the date set forth at the top of this Note. If ENECUTED UNDER SHAP as of the date set forth at the top of this Note. BOTTAL AL QUEATESHI SECTION OF THE SHAP AS OF THE SH	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED DRIFT AGREEMENT a necurity interest in the Collateral destail, Unless the undersigned signs this however of the content	1 art asso acknowledging meet. 2	0.00 0.00 0.00 0.00 0.00 0.00 0.00 72.00 72.00
Sy signing below. I agree to all of the terms of this Note, including the result of the terms of this Note, including the result of the southeast and disclosures relating to this Note. If EXECUTED UNDER SHAD as of the date set forth at the top of this Note. If EXECUTED UNDER SHAD as of the date set forth at the top of this Note. If EXECUTED UNDER SHAD as of the date set forth at the top of this Note. If EXECUTED UNDER SHAD as of the date set forth at the top of this Note. BOTHERST ARE QURATISHI LOAN PROCEED. THE AREA OF THE SHAD SHAD SHAD SHAD SHAD SHAD SHAD SHAD	an are entitled to a copy of this Note. this Note is secured by my forme purchase or construct that home, copies of the Notice of Right to Ca Co-Bottower: Address: AMOUNT FINANCED LEGISTRANCED DATE: Date: Date:	1 art asso acknowledging meet. 2	0.00 0.00 0.00 0.00 0.00 0.00 0.00 72.00 72.00 72.00

USE OF LOAN PROCEEDS. I will use the proceeds of this Note primarily for the following purpose:

REFINANCE

PROMISE TO PAY. To repay my loan, I promise to pay you, or to your order, the Principal Loan Amount plus interest and other charges provided for in this Note and in any mortgage or other agreement securing this Note.

PAYMENTS. 1 agree to pay the Principal Loan Amount and interest by PAYMENTS. I agree to pay the Principal Count Annual and interact by making the payments shown above in the Payment Schedule. Any amount not paid sooner is due and payable in full on 01/15/23 (the "Mamrity Date"). Because interest is charged on each day's balance, late payments increase the amount I owe, while early payments decrease that amount I owe as the result of the actual dates on which I make payments.

INTEREST. I agree to pay interest on the daily balance of the Principal Loan Amount until paid in full, including after default and acceleration, at a simple annual interest rate of 5.990%. Interest will be computed on the basis of a 365-day year and the actual number of days elapsed.

If checked here __, the interest rate stated in the preceding paragraph will be effective on the day of the sixth (6th) payment due date. Until that interest rate becomes effective, I agree to pay interest at a simple interest rate

SINGLE INTEREST INSURANCE. If checked here [], I must obtain Single Interest Insurance to protect your interest in the Collateral. This insurance is for your sole protection and my interest is not covered. Coverage is available through you. If I obtain this insurance through you, the premium for the full term of the Note will be the amount disclosed in the Itemization of Amount Financed.

SECURITY. My loan will be secured according to the description checked below.

☐ This Note is unsecured.

- This Note is secured by a mortgage on the real estate described above in the disclosure section entitled "Security."
- I hereby pledge to you the following deposit account, and any additions to, renewals of, or replacements for such account, to secure this Note:

So long as I am not in default on this Note, I or any other joint owner of the deposit account may make withdrawals from the account, provided the remaining balance of the account equals at least the principal balance of this Note plus an amount you determine, in your sole discretion, to cover accraing interest.

I hereby grant you a security interest in the following personal property, and in any proceeds from, additions to, or replacements for the property to secure this Note:

___ Model: _____ _V.1.N.; _____ Other: Location of Property: _____

All of the property described in this "Security" provision is referred to in this Note as "Collateral."

NATURE OF MY RESPONSIBILITIES. If more than one person signs this Note, each is jointly and severally liable. This means that each person who signs this Note is fully and personally obligated to pay the full amount owed and keep all of the other promises in this Note. You can enforce this Note against any one or more of us or against any of our heirs, executors, or legal representatives. I may not assign this Note to anyone. You may assign this Note and any mortgage or other agreement securing it to another party,

LATE PAYMENTS. If I fail to make a payment on time, you may charge me,a late payment penalty as provided in the disclosure section of this Note entitled "Late Charge."

CANCELLATION. I may prepay this Note, in whole or in part, at any time, If I prepay this Note in full, I will not be entitled to a refund of any prepaid finance charges, and you may charge me an early cancellation fee as provided in the disclosure section of this Note entitled "Cancellation". If I prepay in part, I must continue to make regular payments until the Note is paid in full.

RETURNED CHECK CHARGE. If a check or other instrument with which I make a payment on this Note is returned to you unpaid for any reason, I will be charged \$ 10.00 . You will waive this fee if my check is drawn on a Fleet Bank deposit account.

MISCELLANEOUS FEES. You may charge me additional fees for extra services, such as providing research and copies of documents.

PROPERTY INSURANCE. I must keep any Collateral that is not in your possession insured to your satisfaction. I may obtain insurance, including any required single interest insurance, from anyone I want that is acceptable to you. I agree to name you as the party to be paid in the event of a loss. You may settle claims and endorse my name on any settlement checks you receive. I hereby assign to you any unearned premiums or refunded premiums for this insurance.

WARRANTIES WITH RESPECT TO COLLATERAL. For the term of this Note I warrant that:

- I own and will keep the Collateral free from all tiens (except as disclosed in writing);
- if the Collateral is a motor vehicle or a titled boat, I will be the registered owner and your security interest will be the only lien shown on any certificate of title issued now or in the future;
- I will not transfer all or any interest in the Collateral to anyone else or permit anyone else to obtain an interest in it;
- I will keep the Collateral in good repair and pay all taxes, insurance,
- and assessments on it;
 I will keep the Collateral insured with coverage, including comprehensive, fire, theft and collision, that is satisfactory to you.
- I will not use the Collateral or permit anyone else to use it illegally;
- I will notify you in writing if I move or if the Collateral suffers any loss
- I will not relocate the Collateral at any time without your prior written
- I will permit you to inspect the Collateral at any time; and
- I will sign any documents you consider to be necessary or appropriate to protect your interest in the Collateral.

YOUR RIGHT TO PROTECT THE COLLATERAL. If I do not pay the taxes or insurance premiums due on the Collateral, maintain the Collateral in good condition or repair, or promptly remove any claim against it, you may (but do not have to) do so and charge me the cost. I agree to pay any such amounts immediately on demand. So long as any such amounts remain unpaid, they shall be considered to be additional principal under this Note. My obligation to pay such amounts shall be secured by your interest in the Collateral and I agree to pay interest on such amounts at the rate stated in this

DEFAULT. To the extent permitted under applicable law, I will be in default under this Note if: (1) I fail to make any payment within 10 days of its default under this Note it: (1) I rail to make any payment within to days of its due date (60 days, if I paid any prepaid finance charge and this Note is secured by a secondary mortgage on a I- to 4- family dwelling located in Connecticut); (2) I break any of the promises or agreements in this Note or in any mortgage or other agreement securing k; (3) I have made any false or misleading statements in connection with this Note; (4) a petition is filed by or against me under any bankruptcy or insolvency law; (5) I die or become unable to manage my affairs; (6) the value of the Collateral is significantly imprised (7) acquiring affacts my impaired: (7) anything else happens that you reasonably believe affects my ability to repay this Note; (8) I fail to furnish any updated financial statement or other credit information you request from time to time; or (9) I fail to permit you, at your request, to inspect or appraise the Collateral from time to time. An event of default by or applicable to any borrower, co-borrower, or guarantor shall constitute an event of default by all of them.

SET-OFF. You have the right to set off if I am in default on this Note. Having a right of set-off means that, to the extent permitted by law, you may (but do not have to) apply any balance in any account I maintain with you to satisfy or reduce the balance due under this Note.

CONSEQUENCES OF DEFAULT. If I default, you will have the right to require immediate payment of everything I owe you, subject to any portification or cure periods required under applicable law. You will also have the right to enforce any security interest or mortgage you have in my property. If you repossess any personal property that is part of the Collateral, I will notify you by registered mail promptly (but in any event by not more than 3 days after you take possession of the Collateral) if I claim that the property you reprosessed included any property that was contour of that the property you repossessed included any property that was not part of the Collateral. If you agree with my claim, I will retake possession of such property within 48 hours or you will consider me to have abandoned it. You property within 48 hours or you will consider me to have abandoned it. You may self Collateral consisting of personal property after repossession at public or private sale. You will give me reasonable notice of the time and place set for any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made. Unless otherwise required by law, you shall be deemed to have given me reasonable notice if you have mailed written notice to me or to any other person entitled to receive notice at least 10 days before the date on which the sale or other disposition of the Collateral is scheduled to occur. The proceeds of any sale will be applied first to your collection costs and attorneys' fees and the costs of repossessing the Collateral, storing it, preparing it for sale, and selling it. Any remaining proceeds will be applied to the unpaid balance of principal, interest, and other charges due under this Note. If the proceeds of the sale permitted by law. If the proceeds of the sale exceed the amount 1 owe, the surplus will be paid to me or to any other person legally entitled to it.

COLLECTION COSTS. To the extent permitted by law, I will pay all of COLLECTION COSTS. To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and automeys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including automey's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appellate and bankruptcy proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the court may withhold payment of part or all of your attorneys' fees. New Hampshire and New York Residents Only: If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. Maine Residents Only: I will not be required to pay your automeys' fees unless this Note is secured by real estate, I will pay your attorneys' fees unless this Note is secured by real estate. Pennsylvania Residents Only: If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$50.00 for your reasonable attorney's fees which are actually incurred prior to commencement of foreclosure or other legal action.

TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

FL. DOCUMENTARY STAMPS. State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

WAIVERS AND RELEASES. You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is which purpose I hereby appoint you my attorney in fact). It the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real entire agreement between you and me (except when the Collateral is real estate and a mortgage is given). It may be changed only in a writing signed by you and me,

APPLICABLE LAW. Notes Secured by Real Estate: If I reside in MELNY, NJ, PA, or RI, this Note is governed by federal law and the law of the
state where the Bank is principally located, Rhode Island except as to matters a
directly related to the Bank's lien and its ability to enforce its lien on the real
property securing this Note where the law of the state where the property is
located will govern. If I reside in CT, MA, FL or NH, this Note is governed,
by the law of the state where I reside except as to matters directly related the
Bank's tien and its ability to enforce its lien on the real property securing
this Note where the law of the state where the property is located governs. the Bank's tell, and its about to be the state where the property is located governs, which where the law of the state where the property is located governs, which is because by Collateral other than Real Estate: If I reside in ME. NY, NJ, RI or PA and this Note is not secured by real estate, this Note is governed by federal law and the law of the state where the Bank is principally located. Rhode Island except as to matters relating to the Bank's lien on or its! ability to enforce its tien on collateral securing this Note in which case the law of the state where the collateral is located will govern. If I reside in CT, MA, FL, or NH and this Note is not secured by real estate, this note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this my. Note in which case the law of the state where the collateral is located will be

To the extent that federal law preemets state law, this Note is governed by refederal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

DOCUMENTATION. I agree to execute or re-execute any document, including a revised version of this Note, that you request in order to correct any error or omission in the original Note, security instrument, or other loan documents.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, lare charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms

Name of Debtor:	Name of Creditor:		
Type of Debt:	Total of Payments:		
By signing below, you acknowledge that you have been given a collector) and of the Guaranty (which obligates you).	completed copy of this Notice and of the Note (which obligates the		
Guarantor:	Guarantor:		
Date:	Date:		
GUAR	RANTY		
To induce the Bank to make this loan, each of the undersigned ("Guarantor") anconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is	the Note or security instrument without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guaranty, including reasonable attorneys' for each court court. The Bank does not have no notify any Guarantor of the		

not have to try to collect from anyone or repeasess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under

Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrower.

Guarantor:	Guarantor:
(Co-signer)	(Co-signer)
Date:	Date:
Witness:	Witness:

10164C Rev. \$1/2002

EXHIBIT D

BK 18362PG 177

Fleet Bank : . Mortgage



Record and Return fet in CT, FL, MA, ME, Internated Loan Squisces PA and RI)
RECORD HILL CT SEEF7

Principal Laan Amount: U.S. \$

\$90.472.00

Maturity Date: 01/15/23

RECEIVED AND RECORDED NEGASTRY OF DEEDS AM MAHCEC

Borrower(s)/Mortgagor(s):

ABDUL A. QURAISHI

7562002231680l

Texter 70 Pornick WILLIAM P. O'DONNELL, REGISTER 1.001

5

(şį

0

7

N

ರ

Property Address:

Mailing Address:

80 WALBUT ST

CANTON, MA 02021

38 KEVIN CLANCY WAY STOUGHTON, MA

020723888

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender:

FLEET NATIONAL BANK, PRINCEPALLY LOCATED IN RECCE ISLAND

Lender's Address for Notices:

CONSUMER LOAN OPERATIONS 315-317 COURT STREET P.O. ROX 3092 **UTICA, NY 13502**

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is due and payable in full by the Mannity Date set forth above (the "Note"), together with interest thereon and all renewals, extensions, and conversions of or modifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with stantory power of sale (if applicable) and with mortgage covenants, the property described in Ethibit A to this Mortgage (the "Property"). This Mortgage is given on the stantory condition (except in Fiorida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

PROPERTY UNDER MORTGAGE TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property, all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described of the Property by a government against above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, great and convey the Property, and that there are no claims or charges (colled "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

 Payment of Principal, Interest, and Other Charges. Borrower shall promptly pay, when due, the principal
and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers) only; including a late fee in the amount of \$. for each late payment).

Recording Copy

21900 Rev. \$1,52002

~***************

Page 1 of 6

43.50

- 2. Application of Payments. Unless otherwise provided in the Note or required by applicable law, all payments received by Lender shall be applied first to interest accrued through the date of payment, then to principal due to the date of payment, then to other charges, if any, that have not been added to principal and, finally, to principal that is not yet due.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus one hundred ten percent (110%) of the unpaid balance of principal and interest on the Note; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) the maximum amount permitted by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligations under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Recording Copy

- If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to: (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interests of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.
- Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.
- Inspection. Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.
- Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Note; and (b) any notice required or permitted to be given to Lender under this Mortgage shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

Recording copy

- 12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Note are declared to be severable.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.
- 14. Events of Default. Borrower shall be in default under this Mortgage if: (1) Borrower fails to make any payment due under the Note or this Mortgage within 10 days of its due date (60 days, if you paid any prepaid finance charge and this is a secondary mortgage on a 1- to 4-family dwelling located in Connecticut); (2) Borrower breaks any of the promises or agreements in the Note or in this Mortgage; (3) Borrower has made any false or misleading statements in connection with the Note or this Mortgage; (4) a petition is filed by or against any person liable on the Note under any bankruptcy or insolvency law; (5) any person liable on the Note dies or becomes unable to manage his or her affairs; (6) the value of the Property is significantly impaired; (7) anything else happens that Lender reasonably believes affects Borrower's ability to repay the Note; (8) Borrower fails to furnish any updated financial statement or other credit information Lender requests from time to time; or (9) Borrower fails to permit Lender, at Lender's request, to inspect or appraise the Property from time to time.
- 15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees to the extent permitted by law. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or forclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.
- 16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
- 17. Waiver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.
- 18. Release. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of fitting the satisfaction of mortgage.
- 19. New York Lien Law. If the Note and Mortgage are governed by New York law, the Borrower (a) will receive all amounts advanced under the Note subject to the trust fund provisions of Section 13 of the New York Lien Law and agrees to use any money received from Lender under the Note for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose; and (b) hereby requests exemption pursuant to Section 253 (2) of the New York Tax Law, if applicable.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it. 2. You are entitled to a copy of this Mortgage.

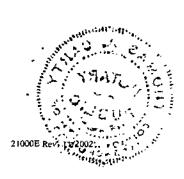
IN WITNESS WHEREOF, each of the undersigned b	has executed this Mortgage under seal this <u>15TH</u> day 2003 WE AGREE AND ACKNOWLEDGE THAT
WE HAVE RECEIVED TRUE COPIES OF THIS MO	ORTGAGE AND ANY RIDER.
	ARCO .
(Signature of Winness One) Printed Name: SETH TENEMBRUM	(Mortgagor/Mirrower Signature) Printed Name: ABDUL A. QURAISHI
(Signature of Witness Two) Printed Name:	
(Signature of Winess One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
(Signature of Witness Two) Printed Name:	 .
(Signature of Witness One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
(Signature of Witness Two) Printed Name:	
(Signature of Witness One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name;
(Signature of Witness Two) Printed Name:	<u> </u>
(Signature of Witness One) Printed Name:	(Mortgagor/Borrower Signature) Printed Name:
(Signature of Witness Two) Printed Name:	
STATE/COMMONWEALTH OF, SS.	, COUNTY Date: <u>01/15/03</u>
Then personally appeared before me ABDUL A. QU	TRAISHI
	gagor(s) named in the foregoing instrument, and e purposes contained therein to be his/her/their [circle one] ument was acknowledged before me this day of, who is personally known to me or has
produced MBL as identification.	Thomas T. Outy 4000
	Notary Public Print Name: Thomas A. Caning
	My Commission Expires: 10/2/89
	Florida Only: Notary Public State of Florida Commission Number:

TO MORTGAGE

Date of Mortgage: 01/15/03

Borrower(s)/Mortgagor(s): ABDUL A. QURAISHI

Morigagee: FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN REODE ISLAND	Property Address: 80 WALNUT ST	CANTON,	MA 02021
The Property is located in CANTON	(city/town), NORFOLK		(county),
MASSACHUSETTS (state) and is bounded a	nd described as follows:		
(See "Schedule A" attached hereto and made	a part hereof.)		
Remit all Legal Documents to:	Fleet Bank/ Consumer Loan Operations 315-317/Court Street P.O. Box 3092 Utica, NY 13502		
Pennsylvania Cer I hereby certify that the precise residence of the Mortg is:			
Printed Name and Address of Person Who Prepared This Mongage Name:	Name		<u> </u>
Address City: ST: Zip:	Title		



Recording Copy Page 6 of 6

QQ. 47

l,N

7

IN

0

þa

O

ļΝ

I,N

ø

4

SCHEDULE A

NAME:	ABDUL	A,	QURAISHI			

THAT CERTAIN PIECE OF PARCEL OF LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, KNOWN AS

so Walnu st.

IN THE TOWN OF CANTON

COUNTY OF

NORFOLK

AND STATE OF MASSACHUSETTS

AND BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN BOOK 14423, PAGE 104

EXHIBIT E

PAY4 3911868784:04-c7-10345-NMG Document 84-2 Filed 04/18/2006 Page 26 of 30

			_ 	
PRINCIPAL BALANCE	192,979.99		RATE CH	ANGES
INTEREST 05/01/06	901.19	INT FROM		TNUOMA
PRO RATA MIP/PMI	.00	03/27/06	4.87000	901.19
ESCROW ADVANCE	.00	05/02/06		
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	76.00			
ACCUM LATE CHARGES	.00			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00	TOTAL INTER		901.19
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PA	YOFF	193,957.18
RECOVERABLE BALANCE	.00	NUMBER OF COPIES:	1 PF	RESS PF1 TO PRINT
	 			·

PAY3 39118087	e 1:04-cf-10345	05/01/06 PAYO	FF FEES A	ND PERDIEM Filed 04/18/20	04/12/06 12:01:24 06 Page 27 of 30
1ST MORT PERDIEM INTEREST - ASSESS WAIVE ADDITIONAL FEES					
			N 1.	76.00	RECORDING FEES - PYO
•	04.87000	25.75	Y N 2	.00	EXPEDITED DELVRY FAX
			и из	.00	
			Y N 4	.00	
			N Y 5	.00	STATEMENT FEE
			и иб	.00	
		منت	N N N	.00	ACCUM LATE CHARGES ACCUM NSF CHARGES OTHER FEES DUE
	76 02	MEN		2 CM 20 CMM	Y 021 INV X71 001
PAYMENT L/C	76.23				PF4: FEE COMMENTS
PF9: 1ST LN	LEVEL PREPAY				FF4: FEE COMMENTS

•

EXHIBIT F

PAY4 39116 23 6 9:04-c 4 50 9 5 1 100 : 34 NAME AA QURAISHI CONTACT NAME ABDUL A QURAISHI CONTACT NAME ABDUL A QURAISHI

PRINCIPAL BALANCE	82,263.61	RATE CHANGES
INTEREST 05/01/06	634.51	INT FROM RATE AMOUNT
PRO RATA MIP/PMI	.00	03/15/06 5.99000 634.51
ESCROW ADVANCE	.00	05/02/06
ESCROW BALANCE	.00	
SUSPENSE BALANCE	.00	
HUD BALANCE	.00	
REPLACEMENT RESERVE	.00	
RESTRICTED ESCROW	.00	
TOTAL-FEES	76.00	
ACCUM LATE CHARGES	.00	
ACCUM NSF CHARGES	.00	
OTHER FEES DUE	.00	
PENALTY INTEREST	.00	
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST 634.51
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF 82,974.12
RECOVERABLE BALANCE	.00	NUMBER OF COPIES: 1 PRESS PF1 TO PRINT
		

PAY3 391162226	1:04-cr-1034	5-NMG ^{1/} Docu	ayoff iment 8	FEES AT 34-2 F	led 04/18/200	06 Page 30 of 30 12:00:21
1ST MORT	r perdiem i	NTEREST - A	SSESS	WAIVE -	ADI	DITIONAL FEES
FROM	RATE	AMOUNT	N	N 1.	76.00	RECORDING FEES - PYO
05/01/06	05.99000	13.50	Y	N 2	.00	EXPEDITED DELVRY FAX
			N	N 3	.00	
			Y	N 4	.00	
			N	Y 5	.00	STATEMENT FEE
			И	и 6	.00	
				N	.00	ACCUM LATE CHARGES
				\mathbf{N}	.00	ACCUM NSF CHARGES
				N	.00	OTHER FEES DUE
	- 	-	MEMO	ITEMS -		-
PAYMENT L/C	19.43			TYP 13	ST 20 CNT	Y 021 INV X71 001 PF4: FEE COMMENTS